

## **EXHIBIT C**

2 Pages

### SURFACE USE AGREEMENT

This Agreement, effective the 15<sup>th</sup> day of November, 2021, by and between MAPLE ENERGY HOLDINGS, LLC, whose address is 602 Sawyer Street, Suite 710, Houston, Texas 77007, hereinafter referred to as "Maple", and PETER I. SHAH whose address is 132 Montfort Drive, Belle Mead, New Jersey 08502-4808, hereinafter referred to as "Shah."

### WITNESSETH

WHEREAS, Maple is the owner and operator of oil and gas leases (the "Leases"), including those covering the following described lands:

All of Section 8, Block C-18, PSL Survey, Reeves County, Texas

hereinafter referred to as the "Operated Lands." Shah is the owner of the surface rights located within the Operated Lands, more fully described as 20.04 acres, being Lots 31-34, Tract 1, in Section 8, Block C-18, Public School Lands, Reeves County, Texas, hereinafter referred to as the "Shah Lands."

WHEREAS, Maple and Shah desire to set forth herein surface rights and any damages to the Shah Lands to be paid to Shah in connection with Maple's exploration and production of oil and gas ("Operations").

NOW THEREFORE, for and in consideration of the promises and the mutual covenants herein contained, and the one-time payment to Shah of \$50,000.00, it is agreed that Maple may use the Shah Lands in connection with its Operations for rights of way necessary as a result of Maple's Operations on the Shah Lands.

1. Shah hereby grants to Maple the right of ingress and egress and right of way to and from any point on the Shah Lands.
2. Shah hereby grants to Maple a right of way and easement for the right, privilege and authority to construct, install, lay, maintain, repair and remove pipelines, gathering lines, tank batteries, communication and utility lines and other fixtures or equipment necessary for its Operations on the Shah Lands.
3. Maple will maintain all roads on the Shah Lands which are utilized by Maple, according to reasonably prudent standards for oilfield lease roads.
4. This Agreement shall be in full force and effect until Maple, its successors or assigns, abandon the Shah Lands for the purposes hereinabove stated.
5. Shah represents and warrants that he is the owner, and has record title of the Shah Lands, and he has the authority to enter into this Agreement.
6. The Agreement contains the entire agreement of the parties hereto respecting the matters addressed herein, and no oral promises, agreements or warranties shall be deemed a part hereof. Nor shall any amendment of this Agreement be binding upon either party unless the same is written and signed by both parties.

7. Maple's rights under this Agreement shall be in addition to, and shall not diminish, any and all rights of Maple under the lease(s) or any existing easements or rights-of-way.
8. The terms of this Agreement shall be a covenant running with the Surface Lands covered hereby, and shall be binding upon and inure to the benefit of the respective heirs, devisees, legal representatives, successors and assigns of the parties hereto.

EXECUTED, the day and year first hereinabove written.

**MAPLE ENERGY HOLDINGS, LLC**

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By: John Gayle  
Its: Authorized Person

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By: Peter I. Shah  
132 Montfort Drive  
Belle Mead, New Jersey 08502-4808